

IN THE DISTRICT COURT IN AND FOR SEMINOLE COUNTY
STATE OF OKLAHOMA

SEMINOLE COUNTY, OKLAHOMA
FILED
IN DISTRICT COURT

JUL 17 2023

KIM A. DAVIS, COURT CLERK
BY _____ DEPUTY

SEAN BREWER and JANET BREWER,

Plaintiffs,

vs.

CASE NO. CJ-2023-57

ENERFIN RESOURCES I LP, dba
ENERFIN RESOURCES COMPANY,
A Texas Limited Partnership

Defendant.

**DEFENDANT ENERFIN RESOURCES I LIMITED PARTNERSHIP'S
ANSWER TO PLAINTIFFS' PETITION**

Defendant Enerfin Resources I Limited Partnership ("Enerfin"), for its Answer to the Petition filed by Plaintiffs Sean Brewer and Janet Brewer (collectively "Plaintiffs") denies each and every material allegation and demands strict proof thereof, except as specifically admitted below. For further answer and utilizing the same paragraph numbering as utilized in Plaintiffs' Petition, Enerfin alleges and states as follows:

1. Admitted.
2. Admitted.
3. Enerfin admits it operates a pipeline traversing beneath Plaintiffs' real property and that same is operated pursuant to Enerfin's easement rights in and to the land. Enerfin denies all remaining allegations contained within Paragraph 3.
4. Denied.
5. Denied.
6. Denied.
7. Denied.

EXHIBIT 5

AFFIRMATIVE DEFENSES

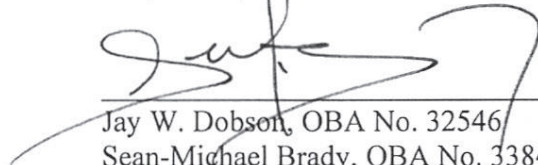
In addition to the denials set forth above, Enerfin asserts the following defenses, some of which may be affirmative defenses, to Plaintiffs' claims. These defenses do not constitute admissions and are not meant to relieve Plaintiffs of the full burden of proving each and every element of their claims. By listing the following additional defenses, Enerfin does not admit that it bears the burden of proof in establishing any of the following defenses.

1. Enerfin has conducted its activities at all times in accordance with the easement, applicable laws, industry standards, practices, customs, and usage.
2. Enerfin acted in compliance with state federal laws, rules and regulations.
3. Plaintiffs' claims are barred, in whole or in part, by contributory negligence and/or comparative negligence.
4. Plaintiffs' claims are barred, in whole or in part, by the doctrine of payment and/or setoff.
5. Plaintiffs' claims are barred, in whole or in part, by accord and satisfaction.
6. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.
7. Plaintiffs' claims are barred, in whole or in part, by failure to join all necessary and indispensable parties.
8. Plaintiffs' claims are barred, in whole or in part, by waiver of consent and/or acquiescence.
9. Enerfin reserves the right to amend and assert such additional defenses as may be appropriate when further information is obtained through formal discovery.

PRAYER FOR RELIEF

WHEREFORE, Defendant Enerfin Resources I Limited Partnership, respectfully requests the Court find that Enerfin has no liability to Plaintiffs, deny Plaintiffs' request for relief, and find that Plaintiffs take nothing by way of their Petition against Enerfin. Enerfin further requests that the Court award Enerfin its respective costs and fees in this action, including a reasonable attorney fee, and such other and further relief as the Court deems appropriate.

Respectfully submitted,



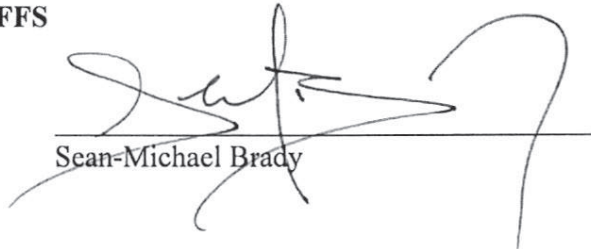
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**ATTORNEYS FOR DEFENDANT
ENERFIN RESOURCES I
LIMITED PARTNERSHIP**

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of Defendant's Answer to the Petition was mailed this 17th day of July 2023, by depositing it in the U.S. Mail, postage prepaid to:

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